

**Welcome to the  
Sheffield City Region Breakfast Club**

**Wednesday 9<sup>th</sup> October 2013**

# Agenda

- Networking
- Retention of Title
- Close

# Retention of Title

Christopher Brown, Business Recovery Partner  
Wednesday 9<sup>th</sup> October 2013

# What is Retention of Title?

- Unless parties otherwise agree, title passes at latest on delivery
- Late 1970's, Retention of Title evolves
- Known as Romalpa Clauses – Court of Appeal case
- Allowed by S19 Sales of Goods Act 1979

# Three Stages

- Valid Clause
- Clause Must Be Incorporated
- Identify Your Goods

# Simple Clause

- Title to the goods remains vested in the seller and shall not pass to the buyer until the purchase price for the goods has been paid in full and received by the seller

# All Monies Clause

- Title to the goods remains vested in the seller and shall not pass to the buyer until:
  - (a) the purchase price for the goods has been paid in full and received by the seller, and
  - (b) all outstanding amounts due from the buyer to the seller have been paid in full and received by the seller

# Incorporation Into Contract of Sale

- Clause must be incorporated into the contract of sale
- Invoices & delivery notes are post contractual documents
- Formalise a credit application procedure
- Order forms



# Identify Your Goods

- Can you identify them?
- Make use of serial numbers or improved packaging
- Don't delay
- Be proactive

# How ROT Claims Can Fail

- Subsequent agreements - Battle of the forms
- Failure to identify
- Goods have sold on
- Goods have changed their form
- Goods have been incorporated
- Goods have been mixed

**Steve Hamstead**, Director, Reynolds Trade Credit

[shamstead@reynoldsinsure.com](mailto:shamstead@reynoldsinsure.com)

T: 0114 280 0169

**Christopher Brown**, Business Recovery Partner, Hart Shaw

[chris.brown@hartshaw.co.uk](mailto:chris.brown@hartshaw.co.uk)

T: 0114 251 8850